

## Terms And Conditions

The following terms and conditions apply to the registration of domain names and provision of a domain name service by CentralNic Ltd ("CentralNic"). For the purposes of these terms and conditions, any references to the registration of a domain name ("domain name") includes, without limitation, the provision of the associated domain name service:

1. You must have the right to use the name which will form the prefix of the domain name and which will be issued by CentralNic. By applying to register the domain name you warrant to us that you have that right.
2. By applying to register the domain name you agree to indemnify and to keep CentralNic and its directors fully and effectively indemnified at all times against all costs, claims, liabilities, losses, damages, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the registration and/or any breach by you of any of these terms and conditions.
3. You may apply to register the domain name on behalf of, and in the name of, a third party (if you are an Internet Service Provider, for example) and/or register the domain name in your own name on behalf of a third party provided that you have their prior consent and agree at any time on request by that third party to de-register the domain name which was registered in your name and allow that third party to register it in their name. In either case you may charge them what you like for your services. CentralNic reserves the right to immediately cancel without notice the domain name if CentralNic reasonably believes that you have registered a domain name in breach of clause 1 or with the intention of defrauding a third party.
4. If you apply to register the domain name on behalf of a third party (a client, for example) and you are registered on the CentralNic database as a billing contact, CentralNic, at its option, will be entitled to receive any payments due in respect of the domain name registration from you or the relevant third party. You and the third party shall be jointly and severally liable in this regard.
5. The initial registration of the domain name is for two years from the date of application for registration. Thereafter, the registration may be renewed for further periods provided that you pay the appropriate renewal fee on or before the relevant renewal date. It is your responsibility to ensure that you apply to renew the domain name registration at least 30 days before the renewal date and provide accurate and up to date contact details. Whilst CentralNic endeavours to send reminders of renewal dates it does not guarantee to do so and will not be liable if you fail to renew any registration on time.
6. You may surrender the registration of the domain name at any time by notice in writing to CentralNic.
7. Once the domain name and your full details have been entered in the CentralNic database no refund will be payable by CentralNic.
8. Unless you have selected the option to opt-out, the details you supply will be published using CentralNic's WHOIS service. CentralNic reserves the right, subject to data protection legislation, to publish registrants' details in other circumstances, including to governmental or law enforcement agencies, to

third parties with a legitimate reason for requesting the information, and on production of a court order.

9. Domain names are registered on a first come, first served basis.
10. There is no guarantee that a domain name applied for has been entered on CentralNic's database until you receive confirmation of registration. You are advised not to, and CentralNic accepts no liability arising from, any action taken in respect of the use and/or registration of the domain name before you have received such confirmation and full payment has been made and received by CentralNic.
11. Acceptance of applications to register the domain name is at the sole discretion of CentralNic. Without prejudice to the generality of the foregoing, CentralNic may refuse to accept such application if the domain name:
  - 11.1. is currently registered;
  - 11.2. is on the list of reserved words (this list is not available for public scrutiny);
  - 11.3. is obscene or otherwise deemed to be unsuitable by CentralNic in its sole discretion.

Acceptance of a domain name by CentralNic shall not be construed as CentralNic approving or agreeing that you have the right to register that name.

12. The fees for the registration of, and renewal of registrations of, the domain name are those posted on the CentralNic website from time to time. CentralNic shall be entitled to invoice you for the registration for the domain name on receipt of an application to register for the domain name and for the renewal of the domain name registration on or before the renewal date. Payment must be made within the period stated in the invoice. If CentralNic does not receive payment within such period CentralNic is entitled, at its option, either to suspend or to delete the domain name registration from the database and if deleted, the domain name may be made available for registration to the public. If suspended, CentralNic reserves the right to charge you for resumption of the registration of the domain name.
13. If the registrant for the domain name changes, the new registrant must re-register the name and pay the full registration fee. CentralNic accepts no liability and shall not be responsible if a third party registers the domain name before such re-registration.
14. CentralNic may at its sole option, cancel the registration or suspend registration of the domain name if:
  - 14.1. ordered to do so by a court of competent jurisdiction;
  - 14.2. following the ICANN Uniform Domain-Name Dispute-Resolution Policy the name has been judged to infringe the trademark or other intellectual property of the complainant;
  - 14.3. the use of the domain name is illegal;
  - 14.4. if there is a breach of these terms and conditions; including without limitation, clause 1;
  - 14.5. the continued use of a domain name could cause technical problems on the Internet.
15. CentralNic gives no warranty and makes no representation in respect of the domain names registered hereunder including, without limitation, the availability of any domain names and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms, undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such domain names.
16. CentralNic shall not be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the domain names registered hereunder, including without limitation:
  - 16.1. loss of revenue; and/or
  - 16.2. loss of anticipated savings; and/or

- 16.3. loss of business and/or goods; and/or
- 16.4. loss of goodwill; and/or
- 16.5. loss of use; and/or
- 16.6. loss and/or corruption of data and/or other information; and/or
- 16.7. downtime; and/or
- 16.8. any damage relating to the procurement of any substitute services.

For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses (a) to (h) inclusive of this clause 16 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these terms and conditions.

- 17. In no event shall CentralNic's liability to you whether in contract, tort, by statute or otherwise exceed the registration fee for the domain name.
- 18. Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.
- 19. The terms and conditions are exclusively governed by English law and by applying to register or renew a domain name you and CentralNic submit to the exclusive jurisdiction of the English courts.